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*Attorneys for Plaintiff Blendtec Inc.*

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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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**BLENDTEC INC.**, a Utah corporation,  
  
Plaintiff,  
  
vs.  
  
**BLENDJET, INC.**, a Delaware corporation,  
  
Defendant.

**DECLARATION OF CHRIS  
GEORGESON IN SUPPORT OF  
BLENDTEC'S MOTION TO QUASH  
SUBPOENAS TO BLENDTEC'S  
SERVICE PROVIDERS BYU AND  
ENLISTED VENTURES**

Civil No. 2:21-cv-00668-TC-DBP

Judge Tena Campbell  
Magistrate Judge Dustin B. Pead

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I CHRIS GEORGESON declare as follows:

1. I am Senior Vice President of Sales for Plaintiff Blendtec Inc. ("Blendtec") in the above captioned action. I submit this declaration in support of Blendtec's motion to quash two subpoenas that Blendjet served on Blendtec's service providers, Brigham Young University ("BYU") and Enlisted Ventures (the "Service Provider Subpoenas") in this action. I am fully

familiar with the facts set forth in this declaration from personal knowledge or from documents that I have reviewed. If called as a witness, I could and would testify competently under oath to the facts contained herein.

2. On or about March 2, 2022, Blendtec entered into an agreement with BYU pursuant to which BYU was to provide limited services to Blendtec with a projected end date of April 6, 2022. Pursuant to the agreement with BYU, all deliverables from the services provided to Blendtec by BYU would be the exclusive property of Blendtec. The agreement also required BYU to keep confidential all content accessed and generated as a result of the Project. I understand that Blendtec has produced to Blendjet in this action the results of the BYU project and some raw data underlying that work.

3. On or about May 9, 2022, Blendtec entered into an agreement with Enlisted Ventures pursuant to which Enlisted was to provide limited services to Blendtec with a projected end date of October 2022. Pursuant to the agreement with Enlisted Ventures, Blendtec owned all items and materials supplied to Enlisted and all services provided by Enlisted were for the exclusive use of Blendtec. Pursuant to the agreement, all final work product created by Enlisted is the sole property of Blendtec. Enlisted also agreed to maintain the confidentiality all information provided to it by Blendtec. I understand that Blendtec has produced to Blendjet in this action a report prepared by Enlisted Ventures on June 30, 2022.

4. I understand and am aware that Blendjet has served document subpoenas on BYU and Enlisted Ventures. I have reviewed those document subpoenas, which are substantially identical.

5. Based on my review of the documents requested in the Service Provider Subpoenas, I have determined that all of the documents requested by Blendjet are within the possession, custody, or control of Blendtec. I do not understand why Blendjet burdened Blendtec's service providers with subpoenas when Blendjet could have asked Blendtec for the documents in the first instance.

6. Further, Blendtec has a personal right or proprietary interest in all of the documents requested in the Service Provider Subpoenas. Specifically, as set forth below, to the extent that Blendtec's service providers have any documents responsive to the requests in the Service Provider Subpoenas, Blendtec has an interest in those documents and should be entitled to assert any objections that it has to their production. I believe that Blendjet's subpoenas are simply a tactic to harass Blendtec's business partners and to avoid obtaining the documents through Blendtec and subject to any objections that Blendtec may have to the production of the documents. Specifically:

Request No.	Documents Requested	Basis of Privilege
1.	All documents that relate to, refer to, or discuss Blendtec, including, but not limited to, its brand, customers, marketing and/or advertising strategies, competitors, the Blendtec Marks, and/or the Blendtec Products.	Any documents responsive to this request were likely provided to the Service Providers by Blendtec and thus are in Blendtec's possession, custody, or control. Blendtec's brand, customers, marketing and/or advertising strategies and competitors constitutes Blendtec's proprietary information which Blendtec does not publicly disclose. This information is confidential.
2.	All documents that comprise, relate to, refer to, or discuss any agreements – express or implied – between Blendtec and Enlisted Design and between Blendtec and BYU, and/or any terms or conditions thereof.	Blendtec is a party to any agreements responsive to this request and responsive documents are in Blendtec's possession, custody, or control. Agreements entered into by Blendtec with its business partners and service providers constitutes Blendtec's proprietary information which Blendtec



		does not publicly disclose. This information is confidential.
3.	All documents describing or relating to any marketing, branding, and/or advertising services that you have provided – or are in the process of providing – to Blendtec.	Any responsive documents are in Blendtec’s possession, custody, and control and belong to Blendtec. Further, any responsive documents constitute Blendtec’s proprietary and confidential information which Blendtec does not publicly disclose. This information is confidential.
4.	All documents that comprise or relate to surveys, focus groups, or market studies, or any other type of assessment relating to Blendtec, its brand, the Blendtec Marks, and/or the Blendtec Products, whether conducted by Enlisted (or the BYU Marketing Lab) or any other party.	Any responsive documents are in Blendtec’s possession, custody, and control and belong to Blendtec. Indeed, I understand that Blendtec already produced documents responsive to this request. Further, any responsive documents constitute Blendtec’s proprietary and confidential information which Blendtec does not publicly disclose. This information is confidential.
5.	All documents relating or referring to the marketing and competitive positioning of the Blendtec GO blender accessory, including but not limited to, any documentation evidencing or otherwise demonstrating that the Blendtec GO was developed to compete or actually competes with portable blender products.	Any responsive documents are in Blendtec’s possession, custody, and control and belong to Blendtec. Indeed, I understand that Blendtec already produced documents responsive to this request. Further, any responsive documents constitute Blendtec’s proprietary and confidential information which Blendtec does not publicly disclose. This information is confidential.
6.	All documents relating or referring to any criticisms or complaints about the Blendtec Products.	Any responsive documents are in Blendtec’s possession, custody, and control and belong to Blendtec. Further, any responsive documents constitute Blendtec’s proprietary and confidential information which Blendtec does not publicly disclose. This information is confidential.
7.	All documents relating or referring to portable blenders, including any analyses, studies, customer surveys, and/or internal memoranda related to the market, competitive landscape, or features or functionalities related to portable blenders.	Any documents responsive to this request that were likely provided to the Service Providers by Blendtec are in Blendtec’s possession, custody, or control. Any responsive documents provided by Blendtec constitutes Blendtec’s proprietary information which Blendtec does not

		publicly disclose. This information is confidential.
8.	All documents that relate to, refer to, or discuss BlendJet, including, but not limited to, its brand, customers, marketing and/or advertising strategies, competitors, the BlendJet Marks, and/or the BlendJet Products.	To the extent that any documents responsive to this request were provided to the Service Providers by Blendtec, those documents are in Blendtec's possession, custody, or control and should be obtained from Blendtec.
9.	All documents from which it can be ascertained the total amount of money that Blendtec has paid to Enlisted Design (or BYU), on an annual basis, in connection with any services provided to Blendtec by Enlisted Design (or the BYU Marketing Lab).	These documents are in Blendtec's possession, custody, and control and should be requested from Blendtec before Blendjet harasses our business partners. Further, Blendtec has a proprietary interest in the amount it pays to its service providers.

7. For these reasons, I believe that the service provider Subpoenas are improper.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

DATED this 9th day of December, 2022.

Chris Georgeson  
Chris Georgeson [Dec 9, 2022 13:33 MST]  
Chris Georgeson

**CERTIFICATE OF SERVICE**

I hereby certify that on the 9th day of December, 2022, a true and correct copy of the foregoing document was filed with the Court's CM/ECF system and served on the following counsel of record via the CM/ECF notification system:

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/s/ Tamara L. Kapaloski